

RFP No. 1207-10-SWC
SOLID WASTE COLLECTION SERVICES

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I. GENERAL

- A. ACCESS TO RFP UPDATES: This RFP and any addenda are available on the City of Falls Church website: www.fallschurchva.gov. The **Open Bids** link is listed under the **Purchasing & Procurement** link in the Popular Topics Section on the home page.
- B. Offerors are reminded that changes to the RFP, in the form of addenda, are often issued between the issue date and within (3) days before the closing of the RFP. **Offerors are solely responsible for checking the Website to insure that they have the most current information regarding the RFP.**
- C. All addenda will become part of any resulting contract and must be signed and submitted with your proposal.
- D. Inquiries
 - 1. Any questions pertaining to this solicitation must be in writing and shall be directed only to:

Faye Smith, Purchasing Manager
The City of Falls Church
300 Park Ave, Falls Church, VA 22046
fsmith@fallschurchva.gov / Phone: 703.248.5007
with a copy to kallan@fallschurchva.gov
 - 2. All questions must be submitted in writing and received by no later than five (5) business days prior to the RFP closing date.
- E. Nothing herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. All qualified offerors are encouraged to submit proposals. The City of Falls Church reserves the right to reject any or all proposals submitted, to withdraw or re-advertise this RFP. This is a request for proposal and is in no way to be misconstrued as a commitment to purchase on the part of the City.
- F. The City of Falls Church is committed to the letter and spirit of the Americans with Disabilities Act. To request a reasonable accommodation for any type of disability call 703 248-5007, (TTY 711).
- G. The City has the right to accept or reject any proposal, or part of any proposal, cancel this solicitation, and/or stop this solicitation prior to award.

II. PURPOSE:

- A. The purpose of this Request for Proposal (RFP) is to determine market place options and/or establish a contract to provide solid waste collection service from a qualified contractor or contractors.
- B. The City reserves the right to award any resultant contract in the aggregate, by individual service, or any combination, whichever is in the best interest of the City.
- C. In addition to meeting the basic requirements of this RFP, offerors are encouraged to submit innovative proposals that will meet or exceed the City's requirements. Please clearly identify any such innovative, alternate proposals (options) in your proposal package.

III. SCOPE OF WORK

- A. The solid waste services to be provided under any resultant contract include: residential collection of recyclables, yard waste, refuse, and pre-ordered bulk pickups at curbside; collection of refuse and recycling from streetscape cans adjacent to city streets,

collection of refuse and recycling from city-operated facilities, and collection of refuse and recycling from special events in the City.

- B. The collected materials will be transported and discharged to facilities under separate agreement with the City.
- C. See Appendix A for Background, Specifications, Requirements and other details relevant to this RFP.
- D. See Appendix B for the Price Schedule.

IV. COLLECTION METHOD OPTIONS OF INTEREST

- A. The City will consider various types of trash and recycling collection systems.
- B. The City is interested in using collection carts with wheels and covered lids for recycling collection and / or trash collection. Carts would be the property of the City. The Contractor would be responsible for the distribution, tracking, maintenance and replacement of carts during the contract period. The following collection method options are of interest:
 - 1. Trash collection utilizing customer-provided private trash cans, carts or other approved containers. Single-stream recycling collection utilizing carts (50 – 70 gallon) provided by the contractor.
 - 2. Trash collection utilizing private trash cans, carts, or other approved containers. Single-stream recycling collection utilizing larger carts (50 – 70 gallon) for single-family and smaller carts (30 – 50 gallon) for town homes, both provided by the contractor.
 - 3. Trash collection utilizing smaller carts (30 – 50 gallon) provided by the contractor. Single-stream recycling collection utilizing larger carts (50 – 70 gallon) provided by the contractor.
 - 4. Trash collection utilizing smaller carts (30 – 50 gallon) provided by the contractor. Single-stream recycling collection utilizing larger carts (50 – 70 gallon) for single-family and smaller carts (30 – 50 gallon) for town homes, both provided by the contractor.
 - 5. Other options presented by the bidder equal to or exceeding the City's current collection programs with an emphasis on waste reduction, recycling, minimizing litter, providing good customer service and maximizing route efficiency.

V. CONTRACT PERIOD AND RENEWAL OPTIONS

- A. If a contract is awarded, it shall cover the target period from date of award through June 31, 2015. The City reserves the right to renew the contract for three (3) additional one year successive periods upon mutual agreement. Contract renewals must be authorized by and coordinated through the City's Purchasing Department. Automatic contract renewals are prohibited.
- B. Notice of intent to renew may be given to the Contractor in writing by the City, normally ninety (90) days before the expiration date of the current contract. Failure to give such notice will not constitute a breach of this contract. This notice will not be deemed to commit the City of Falls Church to a contract renewal.
- C. Non-Appropriation of Funds - All funds for payments by the City for goods/services under contract are subject to the availability of general or specific annual appropriation for this purpose. In the event of non-appropriation of funds for the goods or services provided under contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the City will terminate the contract, without termination charge to the City, on June 30th of the then current fiscal year or when the appropriation made for the then

current year for the services covered by the contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under the contract beyond the date of termination. Contractor will be reimbursed for the reasonable value of any actual, documented, nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. No amount shall be allowed for anticipated profit on unperformed services.

- D. See the Section XII "Specific Provisions", Paragraph 13 entitled "Termination" for other information regarding termination.

VI. PRICES AND PRICE ADJUSTMENTS

- A. Contract unit prices will remain fixed through July 2011.
- B. Thereafter, the contractor may request, in writing, an increase in unit prices once every 365 days to coincide with the contract anniversary.
- C. The Contractor shall provide the City prior written notice of any potential increases at least sixty (60) days prior to the proposed effective date of such increase.
- D. Any price increases shall be no greater than the percentage change of the CPI-U for the Washington-Arlington-Alexandria, DC-VA-MD-WV area, as listed for the most recent twelve month period on the U.S. Department of Labor's Bureau of Labor Statistics website.
- E. All increases must be reviewed and approved by the City's Purchasing Department. Any price adjustment agreed to shall take place only in accordance with the schedule defined above.
- F. Any orders placed prior to the proposed effective date of the increase shall not be subject to such increase.
- G. Price reductions may be initiated by the bidder at any time and shall be effective immediately.
- H. No restocking fees will be charged for product returns under the terms of the contract, if applicable.

VII. PROJECTED REQUIREMENTS/ESTIMATED QUANTITIES:

Unless otherwise specified, any quantities detailed in this solicitation are estimates only, and are given for the information of offerors and for the purpose of proposal evaluation. They do not indicate the actual quantity of services that will be ordered or may be required to meet the specifications or requirements in the Scope of Work since the actual volume will depend upon requirements that develop during the contract period.

VIII. PROPOSAL PREPARATION

A. GENERAL

1. The RFP cover page must be signed and completed as required by an authorized representative of the offeror and returned with the Proposal. The Offer's signature on the RFP cover page certifies that:
 - (a) the proposal, as submitted, complies with all Terms and Conditions as set forth in the referenced RFP unless otherwise detailed in the "Exceptions" section of the proposal.
 - (c) in the preparation and submission of this proposal, said offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of

the Sherman Act (15 U.S.C. Section 1 et seq.) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

- (d) the offeror (including any partner, associate, or subcontractor associated with the provision of services under this RFP) is not currently suspended, debarred or otherwise excluded from conducting business by the Commonwealth of Virginia or any Political Subdivision from submitting bids on contracts for the type of services covered by this solicitation, nor is offeror (partner, associate or subcontractor) an agent of any person or entity that is currently so debarred, suspended or excluded.
 - (e) the firm submitting the proposal is licensed and registered to do business in the Commonwealth of Virginia.
- 2. Proposals which are substantially incomplete or lack key information may be rejected by the City at its discretion. Each copy of the proposal should be bound in a single volume. Proposal contents shall be arranged in the same order and identified with headings as presented herein. The City encourages the use of recycled products, therefore, it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.
 - 3. Offerors are cautioned not to contact members of the Evaluation Committee or other City staff regarding this solicitation. The City will not consider information other than the materials provided in a duly submitted proposal and/or subsequent interviews for proposal evaluation purposes. If a City Staff member is approached by a potential offeror or others who may have a material interest in this procurement, it will be immediately reported to the City of Falls Church Purchasing Manager.
 - 4. Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Evaluation Committee. This will provide an opportunity for the offeror to clarify or elaborate on the proposal, but will in no way change the original proposal. The City's Purchasing Manager will schedule the date, time and location of these presentations. Oral presentations are an option and may not be conducted. Therefore, proposals should be comprehensive and complete.
 - 5. Proposals should be thorough and detailed so that the Evaluation Committee may properly evaluate the offeror's capabilities to provide the required services.

B. SPECIFIC PROPOSAL REQUIREMENTS/FORMAT

- 1. Submit proposals in the order outlined below. Each section should be separated by tabs, clearly labeled and with pages numbered.

Title Page - Include the RFP number, RFP name, name of Offeror, address, telephone number, contact person and date of preparation.

Table of Contents - Indicate the material included in the proposal by section, including all items set forth below.

Tab I. Signed Offer (First Page of this RFP).

Tab II. Letter of Transmittal (2 page limit) – Provide a cover letter that includes an executive summary of the Offeror's understanding of services sought through this RFP, an explanation of how the Offeror would provide these services, and a description of the underlying philosophy of the Offeror in providing the services. Provide information for persons authorized to make representations on behalf of the Offeror (including names, titles, addresses, telephone numbers and email addresses).

Tab III. Qualifications – Include the following:

- a. **The Offerors qualifications (limit to 2 pages)** – Include at a minimum; how long each firm / organization has been in business under the present structure, the Offeror's qualifications and ability to fulfill the work required, documented success and experience in similar projects. In an appendix, include; a copy of each Offeror's last two audited financial statements, documentation that Offeror is licensed under applicable laws of the Commonwealth of Virginia and a current Dunn and Bradstreet "Business Information Report" or other equivalent independent study which includes an in-depth analysis of the offeror's financial position, business overview, products and services, history, executives, etc. (if available).
- b. **The proposed project team (limit to 2 pages)** - For key personnel include; qualifications, work experience, description of proposed work responsibilities to be performed under contract with the City, estimated number of hours each individual would contribute to work performed under contract with the City. Include the organizational structure of the team (including subcontractors). Resumes may be included as an appendix but not in the body of the Qualifications.
- c. **Client references (limit to 2 pages)** - Include a minimum of three references from organizations or municipal governments for which you have performed similar work to that required herein. For each reference describe the work provided, the date of the beginning of the contract, the length of the contract, dollar value of contract, and a contact person (with telephone number and email).

Tab IV. The Work Plan (limit to 8 pages) – Include information that communicates how you would fulfill the requirements of a contract resulting from this RFP. Include a detailed plan of approach for fulfilling the required work for each of the following areas:

- a. Recycling Collection (curbside, government facilities, streetscape cans, and special events),
- b. Refuse Collection (curbside, government facilities, streetscape cans, and special events),
- c. Bundled Brush and Yard Waste Collection,
- d. Pre-Ordered Bulk Collections
- e. Cart Distribution and Management
- f. Customer Service, Quality and Reporting

The Offeror is encouraged to recommend additional services not specifically outlined in Technical Overview / Requirements (Appendix A) that would help further the City's waste reduction and litter prevention goals while providing good value and customer service.

Tab V. Pricing Information – Fill out and include the Price Schedule (Appendix B). Include pricing for items recommended by the Offeror in the Work Plan but not specifically requested in the Price Schedule under Sections A or B.**Tab VI. Exceptions** - The offeror shall identify (by Section Number) any specific sections or issues and elaborate on any exceptions and proposed resolution(s) to

any and all technical, functional, cost, or other issues and/or terms and conditions (including Special & General Terms & Conditions) herein.

IX. PROPOSAL SUBMISSION REQUIREMENTS

- A. Proposals shall be placed in a sealed, opaque envelope, and clearly marked in the lower left-hand corner with the RFP number (RFP# 1207-10-SWC) and RFP title (Solid Waste Collection), and the date/time proposals are scheduled to be received. Proposals are to be submitted by mail, courier or delivered in person **ONLY** to:
- Attn: Purchasing Manager
City Of Falls Church
300 Park Avenue, Rm 300 E, 3rd Floor, East Wing
Falls Church, Virginia 22046; Telephone (703) 248-5007
- B. The City Purchasing Office is open for the receipt of proposal from 8:30 AM until 4:30 PM, Monday through Friday (excluding City holidays). The City is not responsible for deliveries attempted outside of these time periods or misdirected to other offices.
- C. Any proposal received after 11:00 a.m., on January 5, 2010 whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time the proposal is signed in at the Purchasing Office. Offerors are solely responsible for ensuring that their proposal is stamped by Purchasing Office personnel by the deadline indicated.
- D. If the City declares administrative or liberal leave, scheduled receipt of proposals will be extended to the next business day after which administrative or liberal leave has been canceled.
- E. Oral proposals or proposals delivered by electronic means such as facsimile and e-mail are not allowed and proposals so delivered will not be considered.
- F. All questions regarding this solicitation must be in writing and received by no later than five (5) business days prior to the RFP closing date. No inquiries, if received by the Purchasing Manager within five (5) days of the date set for the opening of proposals, will be given any consideration. Any material interpretation of a specification, as determined by the Purchasing Manager, will be expressed in the form of an addendum which will be sent to all prospective offerors and/or posted on the City's website (www.fallschurchva.gov) no later than three (3) days before the date set for receipt of proposals. Oral answers will not be authoritative.
- G. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the offeror. Carelessness in quoting business terms (i.e. prices), or in preparation of the proposal will not relieve the offeror. When an error is made in extending total prices, the unit price will govern. Offerors are cautioned to recheck their proposals for possible error. Errors discovered after negotiation cannot be corrected, and the offeror will be required to perform if its proposal is accepted.
- H. By submitting a proposal in response to this Request for Proposal, the offeror represents it (1) has read and understands the Scope of Work, Specific Provisions, General Terms and Conditions any other attachments hereto, (2) has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the contract work and (3) if awarded the contract, it will have insurance coverages as specified in section entitled "Specific Provisions", sub-section entitled "Insurance" at the time the work commences. .
- I. The failure or omission of any offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, if applicable, shall in no way relieve any offeror from any obligations with respect to its proposal or to the contract.

- J. Trade secrets or proprietary information submitted by an offeror in response to this Request for Proposal shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Section 2.2-4342F of the Code of Virginia).
- K. The City has the indisputable right to cancel the RFP and/or stop the RFP without giving any justification and/or accept or reject any proposal, or part of any proposal.
- L. Conditional proposals are subject to rejection in whole or in part.
- M. Under no circumstances shall an offeror, whose proposal has not been awarded, be entitled to any claim for compensation under this solicitation.
- N. Proprietary information from competing offerors shall not be disclosed to the public or to the competitors. Trade secrets or proprietary information submitted by an offeror in response to this Request for Proposal shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Section 2.2-4342F of the Code of Virginia).
- O. The offeror agrees that proposals will remain firm for a period of one hundred and fifty (150) calendar days after the date specified for receipt of the RFP.

X. PROPOSAL EVALUATION AND BASIS OF AWARD

- A. Selection of the successful offeror will be based upon a “Best Value” evaluation. Best Value means the overall combination of quality, price, and various elements of required services that in total are optimal relative to the City’s needs.
- B. The City reserves the right to award the contract in the aggregate, by individual service, or any combination, whichever is in the best interest of the City. The City is not obligated to award a contract and may cancel this RFP prior to award at its discretion.
- C. The City will review each offeror’s Proposal and the minimum criteria to determine the relative Best Value evaluation of each Offeror.
- D. The factors listed below will be considered in the evaluation of proposals. For evaluation purposes, all evaluation factors are approximately equal in importance.
 - (1) Experience performing similar work based on qualifications and references. Offeror must possess the ability, experience, capacity, skill, and financial resources to fulfill the requirements of any resulting contract
 - (2) Evaluation of past performance based on references. The Offeror must have performed satisfactorily in previous contracts of similar size and scope; or, if the prime contractor has not performed a contract of similar size and scope, the prime contractor (and/or its team members) otherwise must have demonstrated its capability to perform the contract the City seeks to establish through this RFP
 - (3) Cost of services. Reasonableness of cost proposal.
 - (4) Evaluation of the Proposed Work Plan. Offeror must demonstrate in its proposal and any subsequent discussions an understanding of the City’s needs and proposed approach to the project.

- E. Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Evaluation Committee. This will provide an opportunity for the offeror to clarify or elaborate on the proposal, but will in no way change the original proposal. Oral presentations are an option and may not be conducted. Therefore, proposals should be comprehensive and complete.
- F. The City's Selection Committee ("Committee") shall review all proposals. The City reserves the right to select one or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors listed in paragraph D above. Negotiations shall be conducted with the selected offeror(s). Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise qualifications pertinent to the proposed project, as well as alternate concepts.
- G. Should the Committee determine in writing that only one (1) offeror is fully qualified, or that one (1) offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.
- H. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the City, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Hence, proposals should be initially submitted with the most complete and favorable terms from a technical standpoint which offerors are capable of submitting to the City. Should proposals require additional clarification and/or supplementary information, offerors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.
- I. Public announcement of an award or intent to award will be posted on the City's Purchasing and Procurement Web Page (www.fallschurchva.gov; "Purchasing and Procurement" link).
- J. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the offeror's proposal as negotiated.
- K. The City is under no obligation to award contract(s). Should contracts be awarded, the award document will be a contract incorporating by reference all the requirements, terms and conditions of this RFP with addendums.
- L. The City is using the Competitive Negotiation method (non-professional services) for source selection, per the Virginia Public Procurement Act, for this procurement.

XI. COOPERATIVE PROCUREMENT

- A. Offerors are advised that the resultant contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The City acts only as the "Contracting Agent" for these public bodies.
- B. Except for contracts for professional services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or invitation for bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies (Section 2.2-4304 of the Code of Virginia).
- C. Bidders/Offerors not desiring to sell the products or services offered under this solicitation to other jurisdictions under this clause shall so indicate, specifically or in general, such excluded public bodies in their solicitation response. Failure to extend a contract to any public body will have no effect on consideration of your offer.

XII. SPECIFIC PROVISIONS

- A. **Precedence of Terms:** In the event that there is a conflict between any specific terms and conditions in this section and the General Conditions and Instructions to Bidders/Others, the Specific Provisions shall apply. If there is any conflict between the specifics of the Technical Overview/Requirements (Appendix A) and this Section, the provisions of the Technical Overview/Requirements section shall apply.
- B. **Section Headings:** The headings of the sections in the "Specific Provisions" and/or "General Conditions and Instructions to Bidders/Others" are inserted for convenience only and are not intended to affect the meaning or interpretation of this solicitation or any resultant contract.

1. Purchase Orders

Contractor shall not start work prior to the receipt of a purchase order. A purchase order may be enclosed with the resulting contract or may be issued shortly thereafter, and will become an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15 or the Code of the Commonwealth of Virginia and assures distribution of the necessary receiving reports.

Any purchase order issued by the City which references this solicitation or resultant contract, shall be deemed to be placed under and incorporate the terms and conditions of this solicitation or resultant contract as well as any supplemental terms and conditions agreed to by the parties in writing. However, the City's failure to specifically incorporate, identify, or reference the contract on any purchase order shall in no manner affect the applicability of these terms and conditions.

2. Mandatory Use Of Forms And Terms And Conditions

Failure to submit a bid accompanied by the signed and dated Cover Sheet provided shall be a cause for rejection of the bid. Return of the complete document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the bid; however, the City reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not such a bid should be considered as non-responsive.

3. Choice Of Law

Any contract resulting from this solicitation is made, entered into, and shall be performed in the City of Falls Church, Virginia, unless otherwise specified, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the contract, its interpretations, or its performance shall be litigated only in either the General District Court or in the Circuit Court of the County of Arlington, Virginia.

4. Compliance With Laws

The Contractor shall comply at its own expense with all federal, state, and local laws, rules, regulations, orders and other legal requirements that are directly or indirectly related to the Contractor's performance under the contract, including procurement of required permits, certificates, licenses, insurance, approvals, and inspections. The Contractor shall comply with the Code of Virginia and Section 2.2-4300, the Virginia Procurement Act. The Code of Virginia and the Virginia Public Procurement Act are incorporated herein by reference.

5. License Requirement

All firms doing business in the City of Falls Church must be licensed in accordance with the City's Business, Professional and Occupational Licensing (BPOL) Tax Ordinance. Wholesale and retail merchants without a business location in the City are exempt from this requirement. Questions regarding the BPOL license and tax should be referred to the Office of the Commissioner of the Revenue, 300 Park Avenue, Suite #104E, Falls Church, Virginia 22046-3301. Phone: (703) 248-5019; Fax: (703) 248-5212

6. Payment Terms

Payment will be made once each month based upon satisfactory services rendered and/or products received. All such invoices will be paid net thirty (30) days after receipt of an undisputed invoice unless (i) more favorable terms are stated on Contractor's invoice and the City elects to pay on such terms, or (ii) any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

Payment terms shall appear on vendor's invoice. Any discount period shall be computed from the date of proper receipt of the Contractor's correct invoice. Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act (1%per month)

The City reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

Payment by the City of invoices does not mean or imply that the goods or services have been accepted and does not impair or limit in any way the City's full rights and remedies which shall be and remain as set forth hereof.

7. Invoicing

All invoices to the City shall reference the applicable Purchase Order number and be submitted to:

City of Falls Church
Attn: Kathy Allan
300 Park Ave. Room 300W.
Falls Church, Virginia 22046

The prices and payments shall be full compensation for the products, services, labor, tools, equipment, transportation and all other incidentals necessary to deliver the products and/or complete the services ordered.

Conflicting pre-printed provisions on the reverse or front of the Contractor's form(s) shall be deemed deleted.

8. Insurance

- a. The Contractor is responsible for its work and for all materials, tools equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage of or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in any way whatsoever with the contracted work.
- b. The Contractor shall, during the continuance of all work under the contract provide the insurance as detailed below:
 - 1) Maintain statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
 - 2) Maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the Contractor, its subcontractors, and the interest of the City, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General

Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverages for explosion, collapse and underground hazards, where required. Completed operations liability endorsement shall continue in force for three years following completion of the contract.

- 3) Maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the contractor. In addition, all mobile equipment used by the contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.
 - 4) Maintain Environmental Impairment Liability Insurance including sudden and accidental pollution and in transit coverage as well as coverage for storage at site in the limits of \$2,000,000 per occurrence/aggregate where appropriate.
 - 5) Maintain Professional Liability Insurance in the amount of \$1,000,000 per occurrence/aggregate to cover each individual professional staff where appropriate.
 - 6) Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy
- c. The coverage shall be provided by a carrier(s) companies admitted within the Commonwealth of Virginia, with the A.M. Best's Key Rating of at least A:VI.
 - d. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty five (45) day advance written notice to the City. The Contractor shall furnish a new certificate prior to any change or cancellation dated. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
 - e. During the period of the contract, the City reserves the right to require the contractor to furnish certificates of insurance for the coverage required.
 - f. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein before any work is started.
 - g. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relive the Contractor and all subcontractors of their liabilities provisions of the contract.
 - h. The City, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate that his coverage "is primary to all other coverage the City may possess."
 - i. If an "ACCORD" Insurance Certificate form is used by the Contractor's insurance agent, the words, "endeavor to" and "..... but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted or crossed out.

9. Use of Information

All data collected by the successful offeror shall remain confidential and shall not be released without prior written permission from the City or used for purposes other than those in this solicitation.

10. Safety

All contractors and subcontractors performing services for the City are required to comply with OSHA standards, all other Federal and State guidelines, and other industry accepted safety rules and regulations.

11. Warranties

Contractor represents and warrants that all products will be new, free from defects in material or workmanship and will conform to, comply, function and perform in accordance with the requirements and specifications, and that Contractor will make all necessary adjustments, repairs and replacements to maintain all goods in such condition during the term of the applicable warranty, in accordance with the terms and conditions hereof. Unless otherwise specified such adjustments, repairs and replacements will be provided at no additional cost to the City during the applicable warranty term. Contractor further warrants that each product furnished under the contract will perform such general and specific operations and have such general and specific characteristics as described and claimed for them in any of Contractor's published literature, descriptions and specifications whether or not such literature, descriptions and specifications are included in or referenced by a Purchase Order or this Agreement.

Contractor warrants to the City that services provided hereunder shall be diligently, efficiently and skillfully performed in a manner which meets or exceeds the highest prevailing standards in the industry, and in accordance with applicable specifications.

All warranties shall survive inspection, acceptance and payment.

Contractor's and/or manufacturer's warranty shall cover all parts and factory labor.

12. Default

In case of failure to deliver products, to meet specifications, in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City may have.

13. Termination

a. Termination for Convenience

Subject to the provisions below, the contract may be terminated by the City upon thirty days (30) written Notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the contract may be extended upon written approval of the City until said work or services are completed and accepted.

In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall pay the Contractor a reasonable, equitable adjustment in the contract price for completed performance, but no amount shall be allowed for anticipated profit on unperformed services.

b. Termination for Cause

The City may terminate the contract for cause, default, or negligence on the part of the Contractor at any time. Termination by the City for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provision (a) hereinabove; termination cost, if any, shall not apply. The thirty (30) days advance

notice requirement is waived in the event of Termination for Cause. In the event any Termination for Cause is found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a Termination for Convenience.

c. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years**

Applicable multiyear contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the Falls Church City Council. If necessary funds are not appropriated or otherwise made available to support continuation of the performance of the contract in a subsequent fiscal year, then the contract shall be canceled on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first, and the Contractor shall be reimbursed for the reasonable value of any documented nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under this agreement. No amount shall be allowed for anticipated profit on unperformed services.

14. Inspection And Acceptance

The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. If goods or services do not conform to requirements, in addition to all other rights and remedies City may have, the City may reject the goods or services in full or part. Non-conforming goods may be returned or non-conforming services rejected at the City's option for refund, credit or replacement at Contractor's expense. Goods rejected upon receipt remain the property of Contractor. The City's inspection, or lack of inspection, shall not affect any express or implied warranties, nor shall the City waive any rights to return goods which contain latent defects discovered in the testing of the City's products containing such goods. Nothing in this section affects or limits any of the City's rights or remedies available under the contract.

15. Delays

If delay is foreseen, Contractor shall give thirty (30) days prior written notice to the designate City Project Manger. The City has the right to extend delivery date if reasons appear, in the sole discretion of the City, to be valid. Contractor must keep the City advised at all times of status of order. Except as otherwise provided in the contract, default in promised delivery or failure to meet specifications, authorizes the City to purchase supplies, equipment, or services elsewhere and charge full increase in cost and handling to defaulting Contractor.

16. Obligation Of Bidder/Offeror

By submitting a bid/proposal, the Contractor covenants and agrees that he has satisfied itself, from its own investigation of the conditions to be met, that Contractor fully understands bidder's obligation and will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

17. Debarment Status

By submitting their bids, all bidders certify that they are not currently debarred from submitting bids on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the Commonwealth of Virginia.

18. Correspondence

All communications between the parties relating to material contractual issues shall be through the Purchasing Manager and must be in writing to be deemed binding.

19. Work Site Damages

Any damage to property, whether owned by the City or others, resulting from work performed under this contract, shall be repaired or replaced to the City's satisfaction at the Contractor's expense. Contractor shall immediately notify City of any such damages.

20. Data Sources

The City will provide the Contractor with all necessary and available data possessed by the City that relates to the contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing, or evaluating City data.

21. Additions/Deletions:

The City reserves the right to add similar items/services or delete items/services specified in the resultant contract as requirements change during the period of the contract. The City and the Contractor will mutually agree to prices for items/services to be added to the contract and/or reduction in overall costs for items/services deleted. Contract amendments will be issued for all additions or deletions.

22. Changes

The City may, at any time, by written order, require changes in the products to be provided or services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractor's cost of, or time required for performance of any services or provision of products under the contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The City must approve all work that is beyond the scope of this solicitation. Actual projects/tasks will be ordered in writing by the City, unless for an emergency situation, the Contractor may not begin work on projects until such time as a written authorization and approval of the funding for the project is made.

No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the City.

23. Dispute Resolution

Arbitration shall not be applicable but the parties shall negotiate in good faith to resolve any dispute arising under this Agreement. Disputes by Contractor with respect to the contract which are not otherwise disposed of by mutual agreement shall be submitted in writing and forwarded to the City Purchasing Manager. The Contractor's dispute shall detail all pertinent facts of the dispute and the desired outcome.

Such dispute shall be considered and decided in the first instance by the City's Purchasing Manager, whose decision shall be reduced to writing and forwarded to the Contractor within twenty (20) days of receipt of such written dispute. The decision of the Purchasing Manager shall be final and binding unless within twenty (20) days from the date of such decision, the Contractor forwards a written appeal addressed to the City Manager with copy to the Purchasing Manager. Within twenty (20) days of receipt of such written appeal, the City Manager shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Contractor.

The decision of the City Manager shall be final and binding unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. Pending a final determination of a properly appealed decision of the Purchasing Manager, the Contractor shall proceed diligently with the performance of the Contract in accordance with that decision.

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment. However, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain

time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

24. Non-Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the contract, shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

The City's failure at any time to enforce any of the provisions of the contract or any right or remedy available hereunder or at law or equity, or to exercise any option herein provided will in no way be construed to be a waiver of such provisions, rights, remedies or options or in any way to affect the validity of this agreement. The exercise by the City of any rights, remedies or options provided hereunder or at law or equity shall not preclude or prejudice the exercising thereafter of the same or any other rights, remedies, or options.

25. News Release/Publicity By Contractors

As a matter of policy, the City does not endorse the products or services of a Contractor. News releases or other publicity concerning any resultant contract from this solicitation will not be made by a Contractor without the prior written approval of the City. All proposed news releases will be routed to the Purchasing Manager for review and consideration of approval.

26. Relationship Of Parties

In providing any goods or services under any resulting contract, the Contractor is acting solely as an independent contractor and not as an agent of any other party. Persons furnished by the respective parties shall not be considered employees of the other party for any purpose. Nothing contained in the solicitation or any resultant contract is intended to give rise to a partnership or joint venture between the parties.

27. Provisions Required By Law Deemed Inserted

Each and every provision of laws and clauses required by law to be inserted in a contract resulting from this solicitation shall be deemed to be inserted and incorporated by reference. The contract shall be read and enforced as though the required provisions are included and if through mistake or otherwise, any such provision is not inserted or not correctly inserted, then upon the application of either party, the contract may be amended to make such Insertion.

XIII. GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERS

- A. The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the City, unless otherwise specified. Bidders/Offerors or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.
- B. Subject to all state and local laws and all rules, regulations and limitations imposed by legislation of the federal government, bids/proposals on all solicitations issued by the City will bind bidders/offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.
- C. If there is a conflict between the terms and conditions in this "General Conditions and Instructions to Bidder/Offeror" and the Specific Provisions and/or conditions in other attachments to this solicitation, the latter shall take precedence.

1. **DEFINITIONS:** The terms defined in this section shall have the meanings set forth below whenever they appear regardless of case (capitalized or not), unless the context in which they are used clearly requires a different meaning or a different definition is described for a particular Section or provision:
 - a. **BEST VALUE:** As predetermined in the Request for Proposal, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.
 - b. **BID:** The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation (Invitation for Bid).
 - c. **BIDDER/OFFEROR:** Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Manager and offering to enter into contracts with the City. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.
 - d. **CONTRACTOR:** Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the City.
 - e. **CITY:** City of Falls Church.
 - f. **DAY:** Unless otherwise specified "day" or "days" shall mean calendar days
 - g. **GOODS:** All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.
 - h. **INFORMALITY:** A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid or the request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.
 - i. **INVITATION FOR BID (IFB):** A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the City. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.
 - j. **OPEN MARKET PROCUREMENT:** A method of competitive bidding for the purchase or lease of goods, non-professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less than \$50,000.
 - k. **PROFESSIONAL SERVICES:** Any type of professional service performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §2.2-4301 in the definition of competitive negotiation at paragraph 3 (a).
 - l. **PROPOSAL:** The offer of a supplier to provide goods and/or services in accordance with general specifications or requirements in a Request for Proposal solicitation (RFP). A Proposal is subject to scope and price negotiation.
 - m. **PURCHASING MANAGER:** The Purchasing Manager employed by the City of Falls Church, Virginia.
 - n. **REQUEST FOR PROPOSAL (RFP):** A request which is made to prospective suppliers (Offeror) for a Proposal. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.
 - o. **RESPONSIBLE BIDDER/OFFEROR:** An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability

which will assure good faith performance, and having been prequalified, if required. (Reference Section 22 "AWARD OR REJECTION OF BIDS/OFFERS" below).

- p. **RESPONSIVE BIDDER/OFFEROR:** An individual, company, firm, corporation, partnership or other organization having submitted a bid which conforms in all material respects to the Invitation For Bid or Request For Proposal. (Reference Section 22 "AWARD OR REJECTION OF BIDS/OFFERS" below).
- q. **SERVICES:** Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.
- r. **SOLICITATION:** Depending upon the context – (1) an RFP or IFB or (2) the process of notifying prospective bidders/offers that the City wishes to receive bids/proposal on a set of requirements to provide goods or services.
- s. **STATE:** Commonwealth of Virginia.

CONDITIONS OF SOLICITATION RESPONSE (BID OR PROPOSAL)

- 2. **FORMS** - Unless otherwise specified in the solicitation, all bids shall be submitted on the forms provided, including the Pricing Schedule(s), properly signed in ink in the proper spaces and submitted in a sealed envelope. Should the bid prices and/or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.
- 3. **ERRORS IN BIDS**-When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder.
- 4. **WITHDRAWAL OF BIDS**-
 - a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing to the Purchasing Manager of his or her claim of right to withdraw his or her bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
 - b. A bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:
 - 1) Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the Purchasing Manager in writing.
 - 2) Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the Purchasing Manager, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the City may exercise its right of collection.
 - c. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.

- d. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.
 - e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
 - f. If the City denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.
 - g. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.
5. **ACCEPTANCE OF BIDS/PROPOSALS - BINDING 90 DAYS** - Unless otherwise specified, all bids or proposals submitted shall be binding for ninety (90) calendar days following solicitation opening date, unless extended by mutual consent of all parties.
 6. **BID OPENING** - All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph in this section entitled "Virginia Freedom of Information Act".
 7. **PROPOSAL OPENING** – The City is not obligated to open proposals in public. If the City elects to do so, only the names of the Offerors submitting proposals will be read aloud. All proposals received in response to a Request for Proposal (RFP) made available for inspection as provided in paragraph in this section entitled "Virginia Freedom of Information Act".
 8. **LATE BIDS/PROPOSALS:** LATE bids/proposals will be returned to bidder/offeror UNOPENED if the IFB/RFP number and return address is shown on the envelope.
 9. **CONDITIONAL BIDS** - Conditional bids are subject to rejection by the City in whole or in part.
 10. **BIDS FOR ALL OR PART** - Unless otherwise specified in the solicitation, the City reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the City. A bidder may restrict his/her bid to consideration in the aggregate by so stating but shall name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.
 11. **OMISSIONS & DISCREPANCIES**-Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications. Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the Purchasing Manager at least five (5) business days prior to the date set for the opening of bids. If necessary, the Purchasing Manager will send a written addendum for clarification to all bidders no later than three (3) business days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.
 12. **BIDDER/OFFEROR INTERESTED IN MORE THAN ONE SOLICITATION** - If more than one bid or proposal is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
 13. **TAX EXEMPTION:** The City is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption registration number 54-6001271 applies. Certificated furnished upon request. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a bidder may quote the list price

and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the City. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

14. **SUBSTITUTIONS:** No substitutions or cancellations permitted without prior written approval by the Purchasing Manager.
15. **CONDITION OF COMMODITIES:** All items bid/proposed shall be new, latest model, design or pack and in first class condition, including containers suitable for shipments and storage, unless otherwise indicated in bid invitation/proposal request. Verbal agreements to the contrary will not be recognized.
16. **PROHIBITION AGAINST UNIFORM PRICING -** The City shall encourages open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of procurement. In submitting a solicitation response each bidder/offeree shall, by virtue of submitting a bid/proposal, guarantee that he or she has not been a party with other bidders/offerees to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.
17. **PROHIBITION AS SUBCONTRACTORS UNDER COMPETITIVE SEALED BIDDING:** No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
18. **SAMPLES:** Samples, if required, must be furnished free of expense to the City on or before date specified; if not destroyed in examination, they will be returned to bidder, if requested, at bidder's expense. Each sample must be marked with the bidder's name and address, City's request number and opening date. **DO NOT ENCLOSE IN OR ATTACH BID TO SAMPLE.**

SPECIFICATIONS

19. **BRAND NAME OR EQUIVALENT ITEMS-**Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the City in its sole discretion determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.
20. **FORMAL SPECIFICATIONS-**When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
21. **FEDERAL SPECIFICATIONS-**Any Federal Specifications referred to herein may be obtained from the GSA Federal Supply Service Bureau - Specification Section, 470 East L'Enfant Plaza, S.W., Suite #8100, Washington, D.C. 20407 (Voice: 1-202-619-8925, Fax: 1-202-619-8978).

AWARD

22. AWARD OR REJECTION OF BIDS/OFFERS:

- a. The City shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the City to accept it.
- b. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the City taking into consideration the evaluation factors set forth in the RFP.
- c. In determining the responsibility of a bidder or offeror, a number of factors, including but not limited to the following factors will be considered. The bidder/offeror should:
 - 1) be a regular dealer, supplier, or contractor, or when required in the solicitation an authorized dealer, of the goods or services offered;
 - 2) have the ability to comply with the required delivery or performance schedule, taking into consideration other business commitments;
 - 3) have a satisfactory record of performance;
 - 4) have a satisfactory record of integrity; and,
 - 5) have the necessary facilities, organization, experience, technical skills, and financial resources to fulfill the terms of the purchase order or Contract.
- d. To be considered for an award, a bid or offer must comply in all material respects with the RFP or IFB. Responsiveness relates to compliance with the provisions of the solicitation, including specifications and terms and conditions. Failure to comply with the requirements set forth in the RFP or IFB may result in a proposal being declared nonresponsive, (e.g., failure to sign a proposal or bid, failure to return the required RFP or IFB documents, etc.) Such other information as may be secured by the City having a bearing on the decision to award the contract.
- e. The City reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/offers and to waive any informality in bids/offers received whenever such rejection or waiver is in the best interest of the City. Award may be made to as many bidders/offerors as deemed necessary to fulfill the anticipated requirements of City.
- f. The City also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.
- g. All awards for good and services over \$100,000 and professional services over \$60,000 are contingent upon City Council approval.
- h. The City has the indisputable right to
 - 1) accept or reject any bid/proposal, or part of any proposal,
 - 2) to cancel any solicitation, and/or
 - 3) stop any solicitation.

23. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS - A written award notice (or Acceptance Agreement, contract, or Purchase order) mailed (or otherwise furnished) to the successful bidder/offeror within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract. The following documents which are included in the solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

- a. City Solicitation Forms and other documents which may be incorporated by reference, if applicable,
- b. General Conditions and Instructions to Bidders,
- c. Specific or Special Provisions and Specifications,
- d. Pricing Schedule,
- e. Any Addenda/Amendments/Memoranda of Negotiations

24. **TIE-BIDS** – If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of readvertisement for bids, the City has a right award the contract to the resident City of Falls Church tie bidder whose firm has its principal place of business in the City, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public; or the City may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of the City to make award to one or more such bidders shall be final.
25. **PROMPT PAYMENT DISCOUNT** - In connection with any discount offered, time will be computed from the date of delivery of the services or supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or, from date correct invoice or voucher is received in the office specified by the City, if the latter is later than the date of acceptance. In the event the bidder does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.
26. **INSPECTION-ACCEPTANCE** - Inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.
27. **CONTRACT ALTERATIONS** - No alterations in the terms of a contract shall be valid or binding upon the City unless made in writing and signed by the City's authorized representative.
28. **SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS** - It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the City. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Purchasing Manager immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.
29. **FUNDING-A** contract shall be deemed binding only to the extent of appropriations available for the purchase of goods and services.

CONTRACT PROVISIONS

30. **ANTI-TRUST:** By entering into a contract, the bidder/offeror conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City under said contract. Consistent and continued tie bidding could cause rejection of bids by the City and/or investigation for Anti-Trust violations.
31. **INDEMNIFICATION-**Contractor shall indemnify, keep and hold harmless the City, its agents, officials, and employees against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the City in consequence of the granting of a contract or which may otherwise result therefrom including the use of any materials, goods or equipment of any kind or nature furnished by the contractor or any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the City or to failure of the City to use the materials, goods or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the City as herein provided.
32. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor, in whole or in part, without the prior written consent of the City.
33. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Invitation For Bid/Request For Proposal, the signed bid/proposal submitted by the Contractor,

the Specific Provisions/, Specifications, Specific Terms and Conditions, and the General Terms and Conditions Instructions to Bidders/Offerors, all of which shall be referred to collectively as the Contract Documents.

If the contractor has a standard contract form, this form shall be submitted with the bid/proposal submittal for the City's review and consideration of its terms and conditions.

34. **ANTI-DISCRIMINATION:** By submitting their bids/proposals all bidders/offerors certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, where applicable, and Section 2.2-4311 of the Virginia Public Procurement Act which provides: In every contract over \$10,000.00 the provisions in "a" and "b" below apply:

- a. During the performance of this contract, the contractor agrees as follows:
 - 1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- b. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

35. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the Code of Virginia (1950), as amended, shall be applicable to all contracts solicited or entered into by the City.

By submitting their bids/proposals, all bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

36. **CRIMINAL SANCTIONS:** The provisions referenced in Item 27 supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (§§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§§ 18.2-498.1 et seq.), and Articles 2 (§§ 18.2-438 et seq.) and 3 (§§ 18.2-446 et seq.) of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.

37. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth.

The Contractor shall comply, at its own expense with applicable federal, state and local laws and regulations and orders that are directly or indirectly related to the Contractor's performance under and resultant contract, including procurement of required permits, certificates, licenses, insurance, approvals, and inspections.

38. **FORCE MAJEURE:** Neither party shall be liable for any delay or failure to perform its obligations in connection with any action described in this Agreement, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, acts by the public enemy, or other cause beyond such party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

39. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the City, the Contractor certifies that the Contractor does not, and shall not, during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
40. USE OF INFORMATION: Any specifications, drawings, sketches, models, samples, tools, computer or other apparatus programs, technical or business information or data, written, oral, or otherwise (all hereinafter designated "Information") which the City furnished, or shall furnish, to the Contractor under the contract or in contemplation of this agreement, or that Contractor comes in contact with on City premises or under City control shall remain City property. All copies of such information in written, graphic or other tangible form, and all information, ideas, discoveries, improvements, derived from or reflecting such information, shall be returned to City at its request, and in any event within thirty (30) days after the expiration or termination of the contract. Unless such information was previously known to Contractor free of any obligation to keep it confidential, or has been or is subsequently made public by City or a third party without breach of any agreement, it shall be kept strictly confidential and shall be used only in performing services under this Agreement, and may not be used for other purposes except upon such terms as may be agreed upon between Contractor and City in writing. Unless approved in writing by the Purchasing Manager, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared, or assembled by the Contractor under the final contract.
41. RECORD RETENTION/AUDITS: The Contractor shall maintain accurate records of all invoices, amounts billable to and payments made by the City, during the performance of the contract and for a period of three (3) years from the completion of this agreement. Such records shall include, but not be limited to: all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Contractor's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; contract amendments, and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the City on demand and without advance notice during the Contractor's normal working hours. City personnel or designee may perform in-progress and post-audits of the Contractor's records.
42. BANKRUPTCY: If the Contractor should be adjudged bankrupt, or make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of the Contractor's insolvency, or if the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to deliver the goods or services within the time specified, or if the Contractor otherwise defaults, then the City may without prejudice to any other right or remedy, and after giving the Contractor seven (7) days written notice, terminate the contract Contractor and procure such goods or services from other sources. In such event, the Contractor shall be liable to the City for any additional cost occasioned by such failure or other default. In such cases, the Contractor shall not be entitled to receive any further payment if the expense of finishing the contract requirements, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the Contractor shall pay the difference to the City.
43. SUBCONTRACTING: If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Business Assistance <http://www.dba.state.va.us/>; the Virginia Department of Minority Business Enterprise <http://www.dmb.e.state.va.us/>; local chambers of commerce and other business organizations. As part of the contract award, if requested by the City, the prime contractor agrees to provide the names and addresses of each subcontractor that subcontractor s status as defined by the Commonwealth of Virginia as small, minority-owned and/or woman-owned business and the type and dollar value of the subcontracted goods/services provided.

The Contractor may subcontract third party issues performed under the contract, but must submit a written list of those subcontractors, their addresses, personnel who will be performing the work, and a description of the work to be performed to the City prior to the

work actually being done. The City must agree to the third party's work and reserves the right to deny the third party access if necessary.

44. **PAYMENTS TO SUBCONTRACTORS:** Within seven (7) days after receipt of amounts paid by the City for work performed by a subcontractor under this Agreement, the Contractor shall either:
- Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under this agreement; or,
 - Notify the City and subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven-day period except for amounts withheld as allowed in item b. above.

Unless otherwise provided under the terms of this agreement, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include this provision in each of its subcontracts requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the City.

45. **TIME OF THE ESSENCE:** - Time is of the essence in respect to all provisions of the contract that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this agreement.
46. **PRICE REDUCTION-**If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten (10) days of any general price reduction notify the Purchasing Manager of such reduction by letter. **FAILURE TO DO SO MAY REQUIRE TERMINATION OF THE CONTRACT.**

The Contractor, if requested, shall furnish, within ten (10) days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the bid, or (2) if any such general price reductions were made, that as provided above, they were reported to the Purchasing Manager within ten (10) days and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Manager was notified of any such reduction.

47. **QUALITY:** - All products, parts, materials, assemblies, etc. shall be new, not refurbished, and free of cosmetic defects. Proposed products shall meet or exceed industry standards for quality and reliability. Product design and construction must be consistent with current best industry or engineering practices.

All services shall be performed in a first class workmanlike manner in accordance with current industry standards.

All products and services shall meet the current applicable state and federal rules and guidelines.

48. **KEY PERSONNEL** - Any personnel named in the bid/offer details will remain responsible for performance of the described task(s) throughout the period of any contract resulting from the solicitation. No diversion or replacement may be made without advance written notice to the Purchasing Manager and submission of a resume of the proposed replacement for review and approval by the City.
49. **REPORTS** - The Contractor must submit status reports as requested appropriate to the tasks and projects that are developed under contract in a form, format and frequency satisfactory to the City.
50. **AUTHORIZED DEALER/DISTRIBUTOR RESPONSIBILITIES** - The Contractor, as the manufacturer or an authorized dealer/distributor of the products specified in the solicitation, hereby transfers all rights, including software rights, licenses and documentation to the City upon product acceptance.
51. **OWNERSHIP OF MATERIAL** - Ownership of all data, materials and documentation originated and prepared for the City pursuant to the bid shall belong exclusively to the City and be subject to public inspection in accordance with the Virginia Freedom of Information Act.

SHIPPING/DELIVERY PROVISIONS

52. **SHIPPING** - Unauthorized advance shipments and shipments other than for the quantity ordered are returnable at Contractor's expense. Delivery shall not be deemed complete until the goods have been actually received by City at its facility.
53. **RESPONSIBILITY FOR SUPPLIES TENDERED** - Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other Collection of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the City may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.
54. **INSPECTIONS** - Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the City will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the City for such materials or supplies as are not in accordance with the specifications.
55. **COMPLIANCE** - Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Agent when not in conflict with the bid. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the City, there shall be added to the time of completion a time equal to the period of such delay caused by the City. However, the contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See Special Provisions for the individual solicitation.
56. **POINT OF DESTINATION** - All materials shipped to the City must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

57. **ADDITIONAL CHARGES**-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.
58. **METHOD AND CONTAINERS**-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the City unless otherwise specified by bidder.
59. **REPLACEMENT**-Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the City.
60. **PACKING SLIPS OR DELIVERY TICKETS**-All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
 - a. The Purchase Order Number,
 - b. The Name of the Article and Stock Number (Supplier's),
 - c. The Quantity Ordered,
 - d. The Quantity Shipped,
 - e. The Quantity Back Ordered,
 - f. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BIDDER/OFFEROR REMEDIES

61. **PROTEST OF AWARD OR DECISION TO AWARD:**
 - a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the Purchasing Manager, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a Contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten (10) days after posting or publication of the notice of such Contract. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection then the time within which the protest must be submitted shall expire ten (10) days after those records are available for inspection by such bidder or offeror, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible offeror. The written protest shall include the basis for the protest, and the relief sought. The Purchasing Manager shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.
 - b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The Purchasing Manager shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a Contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the Contract may be declared void by the City. Where the award has been made and performance has begun, the Purchasing Manager may declare the Contract void upon a finding that this action is in the best interests of the City. Where a Contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the Contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.

- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
 - d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the Contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.
62. APPEAL OF DENIAL OF WITHDRAWAL OF SOLICITATION
- a. A decision denying withdrawal of a bid/offer submitted by a bidder or offeror shall be final and conclusive unless the bidder/offeror appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.
 - b. If, upon appeal, it is determined that the decision refusing withdrawal of the bid/offer was arbitrary or capricious, the sole relief shall be withdrawal of the bid/offer.
63. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-
- a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular City contract shall be notified in writing by the Purchasing Manager. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.
 - b. If, upon appeal, it is determined that the decision of the City was arbitrary or capricious and the award for the particular City contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the City contract in question. Where the award has been made and performance has begun, the City may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

GENERAL

64. LEGAL ACTION: No bidder/offeror, potential bidder/offeror, or subcontractor shall institute any legal action until all statutory requirements have been met.
65. RIGHTS OF THE CITY: The City reserves the right to accept or reject all or any part of bids/proposals, waive minor technicalities/informalities and award the contract to the lowest responsive and responsible bidder or most qualified and best suited offeror to best serve the interest of the City.
66. QUALIFICATIONS OF BIDDERS/OFFERORS: The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the services/furnish the goods, and the offeror shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect the bidder's/offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The City further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bid/offeror fails to satisfy the City that such bidder/offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
67. DELIVERY/SERVICE FAILURES: Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Manager, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Manager, shall constitute authority for the Purchasing Manager to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the City, within a reasonable time specified by the Purchasing Manager, for any

expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the City reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Manager.

68. **GUARANTEES & WARRANTIES:** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Manager before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.
69. **GENERAL GUARANTY:** The Contractor agrees to:
 - a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or City.
 - b. Protect the City against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
 - c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
 - d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, and regulations of the City.
 - e. Protect the City from loss or damage to City owned property while it is in the custody of the Contractor.
70. **SERVICE CONTRACT GUARANTY:** The Contractor agrees to:
 - a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the City may reduce the said services at any time.
 - b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
 - c. Render all work and services in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods, and procedures of all government boards, bureaus, offices, and other agents.
 - d. Allow services to be inspected or reviewed by an employee of the City at any reasonable time and place selected by the City. The City shall be under no obligation to compensate the offeror for any services not rendered in strict conformity with the contract.
 - e. Stipulate that the presence of a City inspector shall not lessen the obligation of the offeror for performance in accordance with the contract requirements, or be deemed a defense on the part of the offeror for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Manager.
71. **OFFICIALS NOT TO BENEFIT-**
 - a. Each bidder/offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no City of Falls Church official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
 - b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract,

and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the City Manager, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.

- c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the City of Falls Church, 300 Park Avenue, Falls Church, VA 22046. Relevant Invitation/Request for Proposal Number should be referenced in the disclosure.
72. REGISTERING OF CORPORATIONS-Any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209. The Commission may be reached at (804) 371-9733. The consequences of failing to secure a certificate of authority are set forth in Virginia Code Section 13.1-758.
73. COVENANT AGAINST CONTINGENT FEES-The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the City shall have the right to terminate or suspend this contract without liability to the City or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
74. VIRGINIA FREEDOM OF INFORMATION ACT: All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the City decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - c. Trade secrets or proprietary information submitted by a offeror or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the offeror or subcontractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

Nothing contained in this section shall be construed to require the City, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the City.

75. INELIGIBILITY:

- a. Any person or firm suspended or debarred from participation in City procurement shall be notified in writing by the Purchasing Manager.

The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.

The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.

- b. The Purchasing Manager shall have the authority to suspend or debar a person or firm from offering a proposal/bid on any contract for the causes stated below:
 - 1) Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 - 2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a City Contractor;
 - 3) Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
 - 4) Violation of Contract provisions, as set forth below, of a character which is regarded by the Purchasing Manager to be so serious as to justify suspension or debarment action:
 - (a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or,
 - (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for suspension or debarment;
 - 5) Any other cause the Purchasing Manager determines to be so serious and compelling as to affect responsibility as an bidder/offeror, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
 - 6) The offeror/bidder has abandoned performance or been terminated for default on any other City project;
 - 7) The offeror/bidder is in default on any surety bond or written guarantee on which the City is an obligee.
- c. If, upon appeal, it is determined that the action taken by the Purchasing Manager was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

76. SMALL, WOMAN AND MINORITY-OWNED BUSINESS (SWAM):

- a. The City encourages Small, Woman and Minority-owned business to participate in business opportunities with the City. In order to qualify as a Small, Woman and Minority-owned (SWAM) business your business must be certified by the Virginia Department of Minority Business Enterprise.
- b. In connection with the performance of this contract, the City also encourages contractors to use their best effort to insure that SWaM businesses have the maximum practicable opportunity to compete for subcontract work consistent with the efficient performance of this contract.
- c. Where Federal grants or monies are involved it is the policy of City, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.
- d. Contact the Virginia Department of Minority Business Enterprise for more information regarding certification and certified businesses: <http://www.dmb.e.virginia.gov/>

77. **DRUG FREE WORKPLACE**-During the performance of a contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
78. **AMERICANS WITH DISABILITY ACT** - The City is fully committed to letter and spirit of the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all City programs, activities and services. The City's government contractors, subcontractors, offerors, and/or suppliers are subject to this ADA policy. All individuals having any City contractual agreement must make the same commitment. The Contractor's acceptance of any contract with the City acknowledges your commitment and compliance with ADA.

XIV. Appendices

Appendix A **Technical Overview/Requirements**

Appendix B **Price Schedule**

Appendix C **Additional Background Information**

Appendix A – Technical Overview/Requirements

SECTION

1. Background
2. Current Collection Methods
3. Collection Method Options of Interest
4. Additional Background Information
5. Collection Specifications
6. Pricing Information & Requirements
7. Contractor's Responsibilities

1. BACKGROUND

The City of Falls Church government is responsible for collection of refuse, recycling, yard waste and curbside bulk material collections from approximately 3,140 “residential curbside customers”. These customers include town homes and single-family homes throughout the 2.2 square mile boundary of the City of Falls Church. Currently there are some customers in multi-family buildings that are residential curbside customers; however, they will be phased out over time. All other City residents and businesses contract for private collection and are not covered under this RFP.

2. CURRENT COLLECTION METHODS

2.1 Residential collections are divided into 4 collection zones with collections occurring Tuesday through Friday (except holidays). The approximate house count per collection area is:

Zone 1, Tuesday area = 911
Zone 2, Wednesday area = 972
Zone 3, Thursday area = 656
Zone 4, Friday area = 601

2.2 For refuse collection, the City currently uses its own staff for semi-automatic trash collection. Residential curbside customers provide their own containers. As required by City code, these containers must be sized between 5 and 30 gallons with each container weighing no more than 50 pounds when laden with refuse. Currently, there is no limit to the number of containers allowed at the curb. Refuse is collected in two rear-loading 20 to 25 cubic yard packer trucks and transported to the I-66 Transfer Station at 4618 W. Ox Road, Fairfax, Va. The City is divided into four zones with customers receiving weekly refuse collection based on their zone, Tuesday, Wednesday, Thursday or Friday. Refuse collection is adjusted if a regular collection day falls on a holiday. Adjusted schedules result in collection of two routes in one day and coverage of all four zones each week. Collection hours begin at 7 a.m. and do not extend past 5 p.m.

2.3 For recycling collection, a contractor provides collection of “single-stream” recyclables to residential curbside customers. Customers may place all materials listed on the acceptable recycling list into a single container(s) with no separation. The collection contractor is required to collect all materials on the acceptable materials list provided that the customer has prepared the items correctly and separated the recycling from refuse. Currently, the City provides customers with 18 gallon recycling bins, delivered upon request, by City staff. There is no limit to the amount of recycling or number of containers that a customer may put at the curb. Curbside customers may also use their own container(s) provided they are clearly marked “recycling” and are no more than 30 gallons and weigh no more than 50 pounds when laden with recyclables. Recycling is currently collected under contract with Bates Trucking, Inc. Under the current contract, recycling materials are collected from the customers then transported to and tipped at a recycling material recovery facility (MRF) under a separate City contract. The current MRF contract holder is Waste Management Recycle America located at 2801 Dorr Ave., Fairfax, Va. The collection contractor uses one 20 cubic yard rear-loading packer truck with no internal separation since curbside recycling is “single-stream”. All curbside customers receive weekly recycling collection service following the same schedule as refuse collection (see above). Recycling collection is adjusted to the refuse collection schedule if a regular collection day falls on a holiday. Adjusted schedules result in

collection of two routes in one day and coverage of all four zones each week. Collection hours begin at 7 a.m. and do not extend past 5 p.m.

- 2.4 For yard waste and brush collection, the City currently uses its own staff. Residential curbside customers may put bundled brush and yard waste out for collection on Monday by 7 a.m., year-round. Brush must be bundled with twine with no individual branch exceeding 5 feet in length or 6 inches in diameter. Bundles must weigh less than 50 pounds. Yard waste (grass clippings, yard trimmings etc.) must be placed in compostable brown paper Kraft bags with an orange collection sticker, provided by the customer. Stickers are printed by the City and purchased by the customer. Customers in all four zones receive brush and yard waste service each Monday. If a holiday falls on a Monday, there is no collection of yard waste and brush for that week. Bundled brush is collected in one 20 to 25 cubic yard rear-loading packer and transported to the I-66 Transfer Station (4618 W. Ox Road, Fairfax, Va). Yard bags are collected separately in one 20 to 25 cubic yard rear-loading packer and transported to the I-66 Transfer Station. Yard bags are kept separate from brush so they may be transported by Fairfax County to a yard waste composting facility. On Mondays in January and February Christmas trees are collected from residential curbside customers and transported along with brush to the I-66 Transfer Station.
- 2.5 For special bulk collection, the City currently uses its own staff. Residential curbside customers may pre-order a bulk collection of unbundled brush, appliances, bulky household items that don't fit in the regular trash, and items from small renovation projects conducted by the homeowner. This service is not available for contracted tree removal, contracted renovations or hazardous materials. Customers are charged \$65 per 2 cubic yards of material and \$25 per appliance, computer or TV. Non-Freon containing metal items and appliances are collected and taken to the City's Recycling Center (217 Gordon Rd) scrap metal bin. Metal items containing Freon are taken to the holding area at the City's Property Yard (7100 Gordon Rd.) until a full truckload is transported to the I-66 Transfer Station (4618 W. Ox Rd.) for Freon removal and recycling. Unbundled brush is accumulated in a holding area at the property yard until a full truckload is available for transport to the I-66 Transfer Station. Construction debris and non-combustible material is accumulated at a holding area at the property yard until a full truckload is available for transport to the Lorton Landfill (10001 Furnace Rd., Lorton). Special collections occur Mondays, except holidays, year-round. Customers pre-order a special collection by calling an answering machine managed by the City's Operations Division. A maximum of 15 collections are scheduled for each Monday and homeowners must have debris at the curb by 7 a.m. on the day of collection. Photos are taken of the debris before collection. The City currently uses a 20 cubic yard truck with a grapple arm, a flat bed truck and a 25 cubic yard rear-packer (for brush).
- 2.6 For streetscape refuse collection, the City currently uses its own staff. Refuse is collected twice weekly from approximately 40 30-gallon streetscape cans using a 20 cubic yard rear-load packer. Currently only refuse is collected, however, the City intends to add recycling containers to each streetscape refuse container location as budget allows. Collections occur during non-peak traffic hours.
- 2.7 For City government buildings, the City currently uses its own staff for refuse collection and a private contractor for recycling collection. Refuse and / or recycling are collected from seven (7) government facilities (City Hall, Community Center, Mary Riley Styles Public Library, Aurora House, Fire House, Winter Hill Community and the Property Yard). See Table 1 for collection frequency and container sizes.

Table 1. Refuse and recycling collection at city government facilities.

Location	Refuse Collection Frequency	Refuse Containers	Recycling Collection Frequency	Recycling Containers
City Hall	3 times per week	2 4-cy dumpsters	1 time per week	6 65-gallon carts
Community Center	3 times per week	4 4-cy dumpsters	1 time per week	6 65-gallon carts
Library	1 time per week	1 4-cy dumpster	1 time per week	2 65-gallon carts
Aurora House	1 time per week	1 4-cy dumpster	1 time per week	18-gallon bins
Fire House	No collection	No collection	1 time per week	18-gallon bins
Winter Hill	1 time per week	4 4-cy dumpsters	1 time per week	18-gallon bins
Property Yard	2 times per week	5 4-cy dumpsters	1 time per week	4 65-gallon carts

3. COLLECTION METHOD OPTIONS OF INTEREST

3.1 The City will consider various types of trash and recycling collection systems. The City is interested in using collection carts with wheels and covered lids for recycling collection and / or trash collection. Carts would become the property of the City upon delivery and the Contractor is responsible for the distribution, tracking, maintenance and replacement of carts during the contract period. The following collection method options are of interest:

3.1.1 Trash collection utilizing customer-provided private trash cans, carts or other approved containers. Single-stream recycling collection utilizing carts (50 – 70 gallon) provided by the contractor.

3.1.2 Trash collection utilizing private trash cans, carts, or other approved containers. Single-stream recycling collection utilizing larger carts (50 – 70 gallon) for single-family and smaller carts (30 – 50 gallon) for town homes, both provided by the contractor.

3.1.3 Trash collection utilizing smaller carts (30 – 50 gallon) provided by the contractor. Single-stream recycling collection utilizing larger carts (50 – 70 gallon) provided by the contractor.

3.1.4 Trash collection utilizing smaller carts (30 – 50 gallon) provided by the contractor. Single-stream recycling collection utilizing larger carts (50 – 70 gallon) for single-family and smaller carts (30 – 50 gallon) for town homes, both provided by the contractor.

3.1.5 Other options presented by the bidder equal to or exceeding the City's current collection programs with an emphasis on waste reduction, recycling, minimizing litter, providing good customer service and maximizing route efficiency.

4. ADDITIONAL BACKGROUND INFORMATION:

4.1 The following information about the City is provided in Appendix C to give potential offerors insight into the composition of the City, and its philosophy towards solid waste policies.

- City of Falls Church Solid Waste Management Plan
- City Trash Ordinance Chapter 34
- Composition of the City. (approximate number of units, ratio of single-family and town houses)
- Recycling and Refuse tonnages from 2000-2008
- Map of the City with current collection schedule.

5. COLLECTION SPECIFICATIONS:

5.1 REFUSE SERVICE:

5.1.1 The Contractor shall collect all refuse from residential curbside customers within the corporate boundaries of the City with each customer receiving weekly collection. Contractors may recommend a change to the current schedule; however, recycling and refuse collection must occur on the same day in separate collection vehicles with no exceptions. Daily service hours shall not begin prior to 7:00 a.m. or continue after 5:00 p.m. Collections shall include residential curbside customers as approved by the City and provided to the contractor. The Contractor shall be required to reschedule collections for federal, state and City of Falls Church holidays. The City shall provide a list of holidays and shall approve the adjusted schedule.

5.1.2 The Contractor shall collect refuse twice a week from streetscape refuse containers along commercial corridors from container locations approved by the City and provided to the contractor.

5.1.3 The Contractor shall collect refuse from the seven (7) city government facilities listed in Table 1 at the current frequency. The City may request changes to the collection frequency, container sizes and facilities served.

5.1.4 The Contractor shall provide 4-cubic yard dumpsters and wheeled carts (50-100 gallon) with refuse collection service for special events held by the City. Up to eight (8) events a year may be scheduled.

5.1.5 The Contractor shall deliver all combustible household waste to the City's contracted waste Collection facility, currently Fairfax County's I-66 Transfer Station, on the day of collection. The Contractor is not responsible for the tipping fee. The contractor assumes all costs of transporting collected material to the City designated facility as long as the processor is within 30 miles (one-way) of City of Falls Church borders. For delivery beyond a 30 mile one-way distance, the Contractor may specify additional charges in Appendix B.

5.2 YARD WASTE (BROWN BAGS AND BUNDLED BRUSH) SERVICE:

5.2.1 The Contractor shall collect compostable Kraft paper yard debris bags and bundled brush in separate collection vehicles as each will be tipped separately.

Collection will occur weekly, year round, except holidays, from curbside residential customers. The contractor may recommend a change to the current schedule.

5.2.2 The Contractor shall collect Christmas trees weekly (on the same day as brush collection) in January and February (except holidays) and include with bundled brush collection.

5.2.3 For bundled brush, branches must be no larger than 6 inches in diameter and 5 ft. or less in length. Customers must tie brush into bundles for collection and each bundle must weigh less than 50 pounds.

5.2.4 City residents are required by City Code Chapter 34 to separate yard waste from trash and place it into Kraft paper bags to facilitate recycling of the material. Likewise, customers must separate and bundle brush with twine. Thus a winning contract award must honor the commitment of the city to recycle these materials. Moreover, the contractor shall only collect yard waste contained in paper yard debris bags (no plastic) with collection stickers affixed, and brush that has been prepared properly.

5.2.5 The City shall have the option of changing the requirement for the type of yard debris bag or container and the collection sticker.

5.2.6 The Contractor shall deliver all bundled brush and brown yard waste bags separately to the City's contracted waste Collection facility, currently Fairfax County's I-66 Transfer Station, on the day of collection. The Contractor is not responsible for the tipping fee. The contractor assumes all costs of transporting collected material to the City designated facility as long as the processor is within 30 miles (one-way) of City of Falls Church borders. For delivery beyond a 30 mile one-way distance, the Contractor may specify additional charges in Appendix B.

5.3 RECYCLING SERVICE:

5.3.1 The Contractor shall collect all recycling from residential curbside customers within the corporate boundaries of the City. Contractors may recommend a change to the current schedule; however, recycling and refuse collection must occur on the same day in separate collection vehicles, with no exceptions. Daily service hours shall not begin prior to 7:00 a.m. or continue after 5:00 p.m. Collections shall include residential curbside customers as approved by the City and provided to the contractor. The Contractor shall be required to reschedule collections for federal, state and City of Falls Church holidays. The City shall provide a list of holidays and shall approve the adjusted schedule.

5.3.2 The Contractor shall collect all recycling in a "single-stream" in single-compartment packer style vehicles with a capacity of 20 cubic yards or more.

5.3.3 The Contractor shall collect recycling twice a week from streetscape recycling containers along commercial corridors from container locations approved by the City and provided to the contractor.

5.3.4 The Contractor shall collect recycling from the seven (7) city government facilities listed in Table 1 at the current frequency. The City may request changes to the collection frequency, container sizes, or facilities served.

5.3.5 The Contractor shall provide 4-cubic yard dumpsters and wheeled carts (50 -100 gallons) with recycling collection service for special events held by the City. Up to eight (8) events a year may be scheduled.

5.3.6 Once collected by the Contractor, the recyclable materials shall become the property of the City. The Contractor shall deliver materials to the City designated processor on the day of collection in a condition that does not degrade their value as marketable commodities. The contractor assumes all costs of transporting collected material to the City designated processors as long as the processor is in within 30 miles (one-way) of City of Falls Church borders. For delivery beyond a 30 mile one-way distance, the Contractor may specify additional charges in Appendix B.

5.4 SPECIAL BULK COLLECTION SERVICE:

5.4.1 The Contractor shall collect special bulk collections from residential curbside customers who have pre-ordered a collection. The Contractor may recommend a change to the current collection schedule and procedure, including the method of pre-ordering a collection. The Contractor shall recommend a maximum number of weekly collections depending on the recommended schedule.

5.4.2 The Contractor is responsible for taking electronic photos at each collection address prior to collecting materials. The Contractor shall annotate the photographs with the collection address and provide electronic copies to the City's designee the day after collection. The photos allow for proper billing, and dispute settlement. Annotation of the photos will be in a format acceptable to the City.

5.4.4 The Contractor shall collect and separate collected materials to go into the following waste streams: scrap metal and non-Freon containing appliances, Freon-containing appliances, combustible waste, non-combustible and construction related waste, unbundled brush and e-waste (TVs, computers and components).

5.4.5 The Contractor may use the City's Property Yard (7100 Gordon Rd.) to separate material and store material prior to transportation to the City's designated facilities. Material for each waste stream shall only be stored until such time that a full truckload is achieved. The City's current contracted Collection facilities are listed below:

Scrap metal and non-Freon appliances	City's Recycling Center, 217 Gordon Rd
Freon containing appliances	Fairfax County Transfer Station, 4618 W. Ox Rd.
Combustible waste	Fairfax County Transfer Station, 4618 W. Ox Rd.
Non-combustible and construction waste	Lorton Landfill, 10001 Furnace Rd., Lorton
Brush	Fairfax County Transfer Station, 4618 W. Ox Rd
E-waste	City's Property Yard, 7100 Gordon Rd

5.4.6 The contractor is not responsible for tipping fees – these are billed directly to the City. The contractor assumes all costs of transporting collected material to the City designated facilities as long as the processor is within 30 miles (one-way) of City of Falls Church borders (all currently contract facilities meet this requirement). For delivery beyond a 30 mile one-way distance, the Contractor may specify additional charges in Appendix B.

5.5 COLLECTION CARTS AND CART SERVICE REQUIREMENTS:

Should the Contractor recommend and the City choose to include carts for refuse and / or recycling, the conditions outlined herein shall apply.

5.5.1 The Contractor shall provide and deliver to all participating residents a new two-wheeled universal collection cart for refuse and/or recycling in a capacity, shape, color, and type, including radio frequency identification (RFID), approved in advance in writing by the City. Each cart shall be a Rehrig Pacific Company injection-molded universal roll out cart or the carts must meet or exceed the Rehrig Pacific Company specifications, including the following:

- i. Each universal roll out cart shall consist of a body, lid, wheels, axle, RFID tag and necessary accessories.
- ii. The container body and lid must be manufactured in the same injection-molded process.
- iii. The base plastic resin for cart body and lid must be first quality HDPE supplied by a national petrochemical producer (such as Dow Chemical or Exxon Mobil). Off-spec or wide spec material and dry blending of material is not acceptable.
- iv. The plastic resin must be enhanced with color pigment and ultraviolet inhibitor, uniformly distributed throughout the finished cart and lid. Plastic resin and additives shall not be hot-melt blended.
- v. The carts must have an option for repurchase/recycling at the end of their useful life.
- vi. The carts must be compatible with standard American semi-automated bar-locking lifters (ANSI type B) and automated arm lifters (ANSI type G).
- vii. Interior surface must be smooth and free from crevices, recesses, projections or other obstructions.
- viii. Each container shall be stable and self-balancing when empty or laden with materials and designed to remain upright when empty in winds averaging 35 mph.
- ix. Each container shall be equipped with attachment points; the upper lift point must be integrally molded in the body of the container and the lower lift bar must be designed to withstand over 10 years of lifter attachment and must be a 1" diameter galvanized free floating steel bar with rivets holding the bar in place. Bolts are not acceptable.
- x. Each container bottom must have a double drag-rail and a molded-in wear strip in the area that contacts the ground
- xi. Each container axle must be a minimum $\frac{3}{4}$ inch diameter, high strength steel fully supported by the cart body and coated for corrosion protection.
- xii. Each container must be equipped with an Ultra High Frequency RFID tag, installed into the cart body (with no exposure to the outside elements) along with a 9 digit Serial Number and associated Bar Code that is installed using coditherm on the front of each container. Adhesive or Sticker RFID tags and Bar Codes are not acceptable.

- xiii. An association between each container's RFID Tag, Serial Number and Bar Code must be recorded at the manufacturing facility. It is the Contractor's responsibility to provide the database to the City and to ensure maintenance of a database that includes the association information. The data base must include each container's RFID Tag, Serial Number, Date of Manufacture, Location of Manufacture, Cart size and Cart Type. It is expected that the manufacturer will maintain this data base for the life of the contract and provide additional association information for future container purchases.
- xiv. Each RFID tag must be fully compatible with the Intermec IF61 RFID Smart Reader or equivalent reader.
- xv. Each cart shall be 'hot-stamped' with the City logo on both sides of the body and not exhibit any words or logos referring to the Contractor. Instructions for the safe and appropriate use of the container must be molded into each lid. All labels or markings on the carts shall be approved in advance, in writing, prior to cart manufacture, by the City.

5.5.2 Containers shall become the property of the City upon their delivery to participating residents. The City will not pay any charges to the Contractor for the purchase of these initial carts other than the Monthly Contract Unit Price specified in Appendix B.

5.5.3 The Contractor shall be required to provide samples of and specifications for universal carts if a manufacturer other than Rehrig Pacific Company is recommended as the cart manufacturer. The City reserves the right to reject a cart if the specification in 5.5.1 are not met or exceeded.

5.5.4 The Contractor shall provide a single cart per household per service (refuse and / or recycling) for the entire Contract Term including newly built homes that are added later in the contract period. Additional carts beyond the "one house, one cart" standard will be paid for by the City unless the need for a new cart is the result of the Contractor's actions or negligence. The Contractor shall charge the City a one time fee per additional cart: delivery and RFID tag shall be included in this fee.

5.5.3 For the initial Cart Delivery Service, the Contractor shall provide, at minimum, a record of: 1) the address where each cart was delivered; and 2) the date of delivery. Each cart must be tied to a specific address by serial number and RFID tag for tracking and dispute resolution. This information shall be included in the reporting requirements described in Section 5.6.

5.5.4 The Contractor shall deliver City-supplied information about the recycling program as part of the initial cart delivery and for new customer cart delivery. This information will be in the form of brochures, door hangers or the like.

5.5.5 The Contractor shall maintain all of the collection carts in good working order. The Contractor shall ensure the cart bodies, lids, hinges, wheels, axels, and lift-bars are maintained to be free of cracks, holes, and missing parts. The Contractor is responsible for replacing carts due to manufacturer's defects. The Contractor shall replace non-functioning RFID tags by cart replacement. For each cart replaced the contractor will amend the delivery information described in 5.5.8.

5.5.6 The cost of repairing damage to carts resulting from the negligence of the Contractor's collection crews or manufacturer's defect is to be born by the Contractor. If a cart is damaged or lost due to the negligence of a resident, the City will bear the cost of the replacement cart. Unless the City's Designee is notified in advance and gives written approval, any cart repair or replacement cost shall be paid by the Contractor.

5.5.7 The City will notify the Contractor of lost or damaged cart complaints. The Contractor is responsible for replacing or repairing carts in a timely manner.

5.5.8 The Contractor shall provide, at minimum, a record of: 1) the number of replacement carts delivered; 2) the address where each cart was delivered; 3) the date of delivery, 4) the new RFID tag number and serial number, and 5) the reason for replacement. This information shall be included in the reporting requirements described in Section 5.6

5.6 REPORT REQUIREMENTS

5.6.1 The Contractor shall allow the City or its agent access to records pertaining to work performed at any reasonable time during the term of a contract and for up to five years from the termination date of a contract for the purpose of inspecting and auditing such records. The Contractor must maintain records of its operation and prepare and submit reports to the City as described below:

- a. The Contractor shall maintain a log of complaints received directly by the Contractor for each day of collection in the City.
- b. The Contractor shall maintain a log of the number of non-collection incidents and notices left at residences due to non-compliance with program requirements. The Contractor shall immediately report non-collections of refuse, or special collections via phone or email to designated City staff. Weekly, the Contractor shall report electronically the number, date, location and reason for non-compliance notices for all materials, including refuse and special collections.
- c. Monthly, the Contractor shall provide an electronic monthly tonnage summary report. Reports shall include: date, material, facility, tons, driver / truck number and other information deemed necessary to track the Contractor's performance. The City shall approve the format of the monthly tonnage report.
- d. Monthly, the Contractor shall provide electronic copies of all tonnage receipts for all materials transported to City designated facilities.
- e. On a regular schedule, determined by the collection frequency, the Contractor will provide a special collections report with electronic copies of the special collection addresses and labeled photographs of each collection.
- f. The Contractor shall provide electronic files for cart distributions, replacements and other cart related issues as described in 5.5.3 and 5.5.8.

5.7 EDUCATIONAL PROGRAM

5.7.1 The Contractor shall distribute educational materials, as approved by the City and at the City's request, to each residential curbside customer between 4 and 6 times per year.

5.7.3 The Contractor shall leave non-compliance notices at the time of material collection, to customers who are not in compliance with the solid waste ordinance or policies. The non-compliance notices will be provided by the City.

5.8 DAMAGE TO PROPERTY

5.8.1 The Contractor shall be responsible for any damage to private or public property resulting from the Contractor's performance or non-performance. The Contractor shall replace or restore to its original condition any property damaged by the Contractor at no cost to the owner of the property or to the City. If the Contractor fails to repair, restore, or replace damaged property within fifteen (15) days of receipt of notice from the City, the City may provide replacement, restoration or repair of the damaged property and deduct an amount equal to the cost of replacement, restoration or repair from payment due to the Contractor.

5.8.2 The Contractor shall immediately notify the City's Designee by phone or radio of any accident, injury, failure to complete route, property damage or other significant event, occurring on the Contractor route within one hour of the occurrence.

5.8 INTERRUPTION OF SERVICE

5.8.1 The Contractor may suspend collection of materials with the advance approval of the City if weather conditions are such that operations cannot be carried out in an effective and safe manner. Approval to suspend collection will be granted only by the City's Designee. Materials on routes that were missed due to inclement weather will be collected at a time agreed upon by the City and the Contractor.

5.9 OPERATIONS, PERSONNEL AND EQUIPMENT REQUIREMENTS

5.9.1 Personnel: The Contractor shall provide a Route Supervisor responsible for the operation and daily performance of the Contractor's employees and equipment and for communication with the City Designee. The Route Supervisor will be available by phone or radio during the performance of the Contract at all times during the hours of 7 a.m. and 5 p.m.

The Contractor must thoroughly instruct all employees used in the field, including drivers, as to their duties and methods, standards of performance, and safety procedures (specifically including motor vehicle and traffic safety laws and regulations). Employees must receive adequate training from the Contractor prior to starting service under this Contract. Instruction must include clarification of the specific routes to which they will be assigned in order to provide sufficient time for employees to learn the route layouts to avoid any delays and missed houses.

The Contractor shall employ persons who are competent, skilled and qualified for the performance of work to which they are assigned. All Contractor personnel must present a clean and neat appearance and maintain a courteous and respectful attitude toward the public at all times. The Contractor must furnish

collectors with appropriate uniforms identifying them as employees of the Contractor. Employees of the Contractor are required to wear the uniform at all times while on duty. The City shall approve uniforms and logos.

The Contractor shall require employees to wear Department of Transportation approved safety vests at all times.

At no time shall the Contractor's employees solicit, request, or receive gratuities of any kind. The Contractor must direct its employees that loud and/or profane language is not permitted during performance of duties. Any employee of the Contractor who engages in continued misconduct, is incompetent or negligent in the proper performance of duties, is disorderly, dishonest, intoxicated, under the influence of drugs or discourteous must be removed from service to the City by the Contractor once a written complaint has been filed by the City against said person.

5.9.1 General Operations: The Contractor shall observe all traffic and motor vehicle safety laws, rules and regulations in its operations under the contract. All collection vehicles shall be equipped with federal Department of Transportation approved hazard warning devices (i.e., flares and/or triangles). The Contractor shall instruct all employees to refrain from blocking traffic and obscuring the line of sight from the traffic passing the collection site.

Complaints received by the City will be passed on to the Route Supervisor via phone or radio as soon as possible. The Contractor is responsible for same-day response to customer's complaints if the complaint is received by the Contractor before 2:15 p.m. If the Contractor is notified of a missed collection after 2:15 p.m., the Contractor shall collect the material within 24 hours. In any instance where missed collection is the responsibility of the Contractor or where it cannot be demonstrated that the resident was at fault, the Contractor is required to provide collection for the missed household within 24 hours of notification of a missed collection.

The Contractor must use care in the loading and transportation of collection materials in order to prevent litter and material spillage. The contractor must ensure that none of the material is scattered or spilled either on private property or public streets. Any materials so spilled must be immediately cleaned up and removed by the Contractor. The material shall be handled / transported in a manner that does not allow it to escape from the collection vehicle.

Contractor shall maintain an office with local or otherwise toll-free telephone access, and shall notify the City of the location of that office. The Contractor's Route Supervisor or other designated competent and responsible person shall be available to respond to City inquiries during regular working days Monday through Friday between 7 a.m. and 5 p.m.

Subcontractors must follow all contract requirements.

Contractor must possess and maintain of all necessary permits, licenses and insurance to cover all tasks under the Contract is the responsibility of the Contractor. Contract must comply with all local, state and federal laws, rules, regulations and other legal requirements applicable to the work to be performed under this RFP, including but not limited to, those regarding licenses and permits, safety and the environment, and the Collection of hazardous and potentially hazardous materials.

5.9.2 Equipment: The City has the right to inspect equipment related to the performance of the contract upon reasonable notice to Contractor and require that equipment be replaced if not able to be repaired to the City's reasonable satisfaction.

No changes in quantity or capability of equipment, from plans submitted under the requirements of this contract, will be allowed without City approval. Requests for changes in quantity or capability of equipment shall be submitted to the City in writing at least 30 days prior to the desired implementation date. If changes are approved by the City that result in a reduction of operating costs for the Contractor, the City requires a commensurate reduction in price paid for service to the Contractor.

5.9.2.1 Collection Vehicles: The Contractor is responsible for the financing and acquisition and/or leasing of the collection vehicles.

The collection equipment must be approved by the City's Designee prior to the start of the contract for each of the designated materials to be collected.

All collection equipment shall be of sufficient type, capacity and quality to safely and efficiently perform the work specified herein. The equipment shall meet all federal and state required standards.

All collection vehicles used for collection of carts shall be outfitted with mechanical equipment to semi-automatically empty carts.

All collection vehicles used for collection of carts shall be equipped with data recording systems capable of reading the RFID tags and bar codes. The RFID Tag Reader must conform to the specifications outlined in 5.9.2.2.

5.9.2.2 RFID Tag Reader and Associated Software: The Contractor shall supply the City with an RFID tag reader of type to be approved by the City in writing in advance. At a minimum, the reader shall be able to store the time, date, and identification number of each collection cart that is delivered and serviced. The reader must be able to read bar-codes and must be able to transfer information to a central database from which the City can obtain the information at any time during the contract period. All associated computer software necessary for the City to read database information shall be supplied with the RFID tag reader. The reader and software must be supplied to the City at the beginning of the contract. The City shall own the RFID tag reader from the first day of delivery. The City will not pay any charges to the Contractor other than the price specified in Appendix B.

5.10 FAILURE TO PERFORM

5.10.1 Missed Collections: Excessive missed collections (i.e., five or more missed households within a one-week period per collection type) will result in a penalty of twenty-five dollars (\$25) per missed day of collection for each stop, to be charged to the Contractor by deducting the penalty from the next payment.

5.10.2 Spillage: Each incident of failure to pick up spilled materials within one hour after the Contractor receives a complaint shall result in the assessment of one hundred dollars (\$100) liquidated damages to be deducted from any

payment due to the Contractor. Three such deductions within any 30 day period may be considered grounds for termination of the contract.

5.10.3 Failure to Use Hydraulic Lift Mechanisms: Each event of City personnel observed failure by the Contractor to use the hydraulic lift for recycling and refuse carts shall result in the assessment of fifty dollars (\$50) liquidated damages to be deducted from any payment due to the Contractor. In the event that a cart is broken and unable to be lifted by a hydraulic lift, the Contractor shall notify the City's designee and the cart shall be replaced.

5.10.4 Early Starts: Each event observed by either residents or City personnel of Contractor performing collections prior to 7 a.m. in residential areas or 9 a.m. in commercial areas (Broad and Washington Streets) shall result in the assessment of one hundred dollars (\$100) liquidated damages assessed against the Contractor to be deducted from any payment due to the Contractor.

6. PRICING INFORMATION AND REQUIREMENTS

- 6.1 The Contractor shall be paid once monthly based on per unit prices. The number of "residential curbside customers" shall be determined by the City and provided to the Contractor at the beginning of the contract. Residential curbside customers may be added or subtracted by the City at any time. It is anticipated that no more than 1% of the total number of collections will be added or subtracted each year due to new residential construction or removal of customers. The number of streetscape recycling and refuse collections will be provided at the beginning of the contract and collections may be added or removed at any time. The number of government facilities collections will be provided at the beginning of the contract and collections may be added or removed at any time. The number of special collection customers will be determined based on the number of weekly collections scheduled and confirmed by the Contractor's collection report.
- 6.2 A yearly schedule of events will be provided at the beginning of the contract. The City will request additional 4-cubic yard dumpsters, refuse and recycling carts or special event containers with per unit fee based on the number of containers and dumpsters provided. The City may request service for up to 8 events per year. The City may add or remove events with one month written notice provided to the Contractor. Container drop-off and refuse and recycling collection will occur during routine work hours (7 a.m. to 5 p.m., Monday through Friday).
- 6.3 At the end of the first sixty (60) month term of any resultant contract, the carts delivered at the onset of the contract shall have been paid in full. If the contract is terminated prior to the end of the first sixty (60) month period, the following shall apply:
 - 6.3.1. If the contract is terminated for the City's convenience or due to Non-Appropriation of Funds as detailed in Section XII "Specific Provisions", Paragraph 13 Termination, Sub Sections (a) or (c), respectively, the City shall pay Contractor the prorated balance for the cost of the carts.
 - 6.3.2. If the contract is terminated for due to Contractor's default, as detailed in Section XII "Specific Provisions", Paragraph 13 Termination, Sub Sections (b) the City shall pay Contractor seventy-five percent (75%) of the prorated balance for the cost of the carts.

The sections above shall also apply to any new carts delivered in contract mid-term.

7. CONTRACTOR'S RESPONSIBILITIES

In addition to other requirements in this RFP, the contractor is expected to:

- Comply with all contract requirements;
- Perform required tasks, and produce timely outcomes of the required quality in an efficient and cost effective manner;
- Furnish through its workforce, or sub-workforce, the appropriate and necessary supervision, labor, tools, equipment, machinery, materials, supplies, and other services, including any relevant licenses or patent rights, necessary to perform the services contemplated by this REP. The requirements of these proposed contracts shall include the furnishing of all equipment and machinery, transportation, insurance, taxes, superintendence, coordination and miscellaneous services required for the fulfillment of the requirements of any contract resulting from this RFP;
- Maintain a clear line of communication with the City;
- Provide one point of continuous contact for the City;
- Work with the City to avoid problems, and when that is not possible, to resolve problems promptly and at the lowest possible level;
- Maintain project records of expenditures, deliverables, and progress;
- Provide, on schedule, any and all reports required by the City;
- Provide access for all authorized City personnel and representatives to any and all sites where operational services are produced or supported;
- Perform all work in accordance with current and applicable standards published by U.S. and international standards organizations;
- Maintain working conditions that are safe, non-hazardous, sanitary, and protective of persons and property; and
- Deliver products and services that are safe, non-hazardous, sanitary, and protective of all persons and property.

Appendix B – Price Schedule

PRICE SCHEDULE

Curbside Collection and Transportation of Solid Waste Materials

Instructions – The Offeror may chose to bid on the entire list of services or a subset of major services. Major services are headings listed as roman numerals below. An Offeror must fill out all prices under each major service that they wish to be considered for, unless otherwise noted. For example, if an Offeror wishes to be considered for “Recycling Collection”, they must fill out a price for each service (“a” through “d”) listed under “Recycling Collection”. **In C below, The Offeror should also include additional pricing for items recommended by the Offeror and included in the written proposal but not specifically requested in A or B of the price schedule.**

Pricing is offered as follows:

A. Pricing for Entire List of Solid Waste Services

a) Fixed price per year for all services listed in I through V below = \$ _____

b) Additional cost, per mile, for transportation of collected materials to a City designated facility if the distance is greater than 30 miles one-way. = \$ _____

or

B. Pricing for a Subset of Services

I) Recycling Collection (all collections are single-stream):

a) Fixed price per household per month for weekly collection of recyclable materials and transport to a City designated processing facility. = \$ _____

b) Fixed price per facility per collection for collection of recyclable materials from government facilities and transport to a City designated processing facility. = \$ _____

c) Special Event Recycling:

Fixed price per 4-cubic yard dumpster for delivery, collection, and transport of recycling to a City designated facility. = \$ _____

Fixed price per large (> 50 gallon) rolling cart for delivery, collection, and transport of recycling to a City designated facility. = \$ _____

d) Fixed price per streetscape container (< 50 gallon) per collection for twice-weekly collection of recyclable materials and transport to a City designated processing facility. = \$ _____

II) Refuse Collection:

a) Fixed Price per household per month for weekly collection of refuse and transport to a City designated facility. = \$ _____

b) Fixed price per facility per collection for collection of refuse materials from government facilities and transport to a City designated facility. = \$ _____

c) Special Event Refuse:

Fixed price per 4-cubic yard dumpster for delivery, collection and transport of refuse to a City designated facility. = \$ _____

Fixed price per large (> 50 gallon) rolling cart for delivery, collection and transport of refuse to a City designated facility. = \$ _____

d) Fixed price per streetscape container (<50 gallons) per collection for twice-weekly collection of refuse and transportation of collected materials to a City designated facility. = \$ _____

III) Bundled Brush and Yard Waste Collection:

a) Fixed price per household per month for the weekly collection of bundled brush and transport to a City-designated processing facility. = \$ _____

b) Fixed price per household per month for the weekly collection of bagged yard waste and transport to a City-designated processing facility. = \$ _____

IV) Special Bulk Collections:

Fixed price, per 2 cubic yards of material, per pre-ordered special bulk collection and separation and transportation of collected materials to City designated processing facilities. = \$ _____

V) Collection Carts:

a) Fixed price per household per month, for the provision of carts (inclusive of sizes between 30 and 70 gallons) for **recycling** for residential curbside customers. Fee includes RFID tag reading required to manage carts and cart delivery. = \$ _____

b) Fixed price per household per month, for the provision of carts (inclusive of sizes between 30 and 70 gallons) for **refuse** for residential curbside customers. Fee includes RFID tag reading required to manage carts and cart delivery. = \$ _____

c) The City will only pay the Collection-Cart price for the Initial Contract Term (60 months) regardless as to whether or not the City opts to extend the Contract. If the City and Contractor agree to any subsequent Contract Terms, the City will pay the Contractor a fee per month per household, in addition to other contract fees, for the continued servicing of collection carts.
Therefore, in any subsequent contract term, the Collection Cart Service Price will be = \$ _____

d) Fixed price per cart (RFID tag included) for replacement (due to negligence of customer) of collection carts. = \$ _____

e) Fixed price for one hand-held RFID and bar code reader unit (including docking station, chargers etc.) with software. = \$ _____

VI) Additional Mileage Fee (Only applies to Offerors responding to Sections I, II, III, and / or IV):

Additional cost, per mile, for transportation of collected materials to a City designated facility if the distance is greater than 30 miles one-way. = \$ _____

C. Pricing for Additional Recommended Solid Waste Services

For each additional item include a description, a page number reference to the written proposal, and a price per unit. If no additional items are recommended, this section should remain blank.

Additional pages may be added as needed

Submitted By:

Legal Company Name

Company Address

Company Address

Telephone Number

Name Duly Authorized Officer (please print)

Signature Duly Authorized Officer

Email Address

Date

Contact Name, Title, Telephone Number & email address for contract negotiations if different from above.

APPENDIX C – Additional Background Information

Additional Background Information

Appendix C-1	Table C-1. City Refuse and Recycling Trends (2000-2008)
Appendix C-2	Table C-2. City Curbside Residential Customer Data (2008).
Appendix C-3	Solid Waste City Code, Chapter 34 (PDF File Attached)
Appendix C-4	City Solid Waste Management Plan (PDF File Attached)
Appendix C-5	Map of the City with current collection schedule.(PDF File Attached)

Appendix C-1

Table C-1. City of Falls Church Refuse and Recycling Trends (2000-2008)

CURBSIDE SOLID WASTE TONNAGE*	2000	2001	2002	2003	2004	2005	2006	2007	2008
CURBSIDE RECYCLING									
Commingled fiber	897	968	998	965	955	1,025	995	855	781
Commingled containers	332	331	331	335	398	360	340	427	618
Total green bin recycling	1,229	1,299	1,329	1,300	1,352	1,385	1,335	1,282	1,399
White goods and other metals	38	36	54	48	31	31	27	31	24
Brush (bundled and bulk)	361	327	288	799	221	237	210	110	307
Yard Waste Bags	215	253	210	392	395	323	395	363	491
CURBSIDE REFUSE									
Incinerated	2,538	2,690	2,820	3,000	2,861	2,813	2,796	2,599	2,562
Landfilled**	ND	ND	ND	ND	ND	ND	ND	ND	56
Total curbside refuse	2,538	2,690	2,820	3,000	2,861	2,813	2,796	2,599	2,618

*Tonnage includes curbside residential customers and city operations and events.

**Landfilled refuse includes non-combustible waste, large stumps, and construction and demolition debris from city operations and from special collections.

Appendix C-2

Table C-2. City of Falls Church Curbside Residential Customer Data (2008).

Zone	Current Refuse and Recycling Collection Day	Approximate Customer Count
1	Tuesday	911
2	Wednesday	972
3	Thursday	656
4	Friday	601
Total		3,140
Townhouses and Condos*		775
Single-Family		2,365

**Majority of Townhouses and Condos are in Zone 2 (Wednesday Collection Area)*